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Air Force Plant No. 15  
Long Beach, California  
D-Calif-696  
(Douglas Aircraft Company, Inc.)

CONTRACT OF EXCHANGE AND SALE:

EXHIBITS:

- A. Original Contract of Sale (May 19, 1947)
- B. Douglas Grant Deed
- C. Quitclaim Deed
- D. Property Covered by Quitclaim Deed
- E. Conditional Sales Contract
  - EA. Inventory of Property
  - EB. Analysis of Purchase Price of Property
- F. Promissory Note
- G. Deed of Trust
- H. List of Personal Property Retained by Government
- I. Pre-Title Report dated July 17, 1961

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(Douglas Aircraft Company, Inc.)

CONTRACT OF EXCHANGE AND SALE

THIS CONTRACT, entered into this 4th day of October, 1961, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended and regulations and orders promulgated thereunder, hereinafter referred to as GOVERNMENT and DOUGLAS AIRCRAFT COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business in the City of Santa Monica, County of Los Angeles, State of California, hereinafter referred to as DOUGLAS:

W I T N E S S E T H:

WHEREAS, the parties hereto entered into that certain CONTRACT OF SALE dated May 19, 1947, recorded May 20, 1947, in Book 24610, Page 147 of Official Records of the County of Los Angeles, a copy of which is attached hereto marked Exhibit "A" and made a part hereof, whereby the GOVERNMENT sold to DOUGLAS certain land, buildings, building installations, improvements and personal property more particularly described therein, which said property comprised a portion of that plant which is now commonly known and designated as Air Force Plant No. 15; and

WHEREAS, it is the desire of the parties hereto that DOUGLAS obtain from the GOVERNMENT the remaining land, buildings, building installations and improvements and a portion of the personal property comprising said Air Force Plant No. 15, which property is fully described hereinafter, and that the GOVERNMENT obtain from DOUGLAS that certain land with improvements described in the Grant Deed attached hereto, marked Exhibit "B" and made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto agree as follows:

1. The GOVERNMENT shall deliver to DOUGLAS simultaneously with the execution of this CONTRACT through Escrow No. 555-78-37 with the Title Insurance and Trust Company, Los Angeles, California, (hereinafter referred to as the Escrow), the following:

(a) An executed Quitclaim Deed, the form of which is attached hereto, marked Exhibit "C", and made a part hereof. The said Quitclaim Deed shall transfer to DOUGLAS the property described in said Quitclaim Deed and all buildings and improvements upon said property including but not limited to all property which is described in Exhibit "D" attached hereto and made a part hereof.

2. The GOVERNMENT and DOUGLAS agree to execute simultaneously herewith a Conditional Sales Contract, the form of which is attached hereto, marked Exhibit "E", and made a part hereof.

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3. DOUGLAS shall deliver to the GOVERNMENT simultaneously with the execution hereof through the Escrow the following:

- (a) An executed Promissory Note, the form of which is attached hereto, marked Exhibit "F", and made a part hereof.
- (b) An executed Deed of Trust, the form of which is attached hereto, marked Exhibit "G", and made a part hereof, together with a policy of title insurance showing the said Deed of Trust as a first lien on the property.
- (c) A Grant Deed, the form of which is attached hereto, marked Exhibit "B", and made a part hereof, together with a policy of title insurance on the property described therein which conforms to the form of title insurance policy approved by the Department of Justice. (See Title 5, pages 67 through 68.3 of the United States Attorney's Manual.) insuring fee simple title in the United States free and clear of all taxes, liens and incumbrances, except those incumbrances enumerated as Exceptions Nos. 2 through 4 in preliminary title report of the Title Insurance Trust Company, No. 5622794 dated July 17, 1961, copy of which is attached hereto, marked Exhibit "I", and made a part hereof.

4. The parties hereto agree that the property listed in Exhibit "H" attached hereto and made a part hereof, some of which property is located on the premises herein quitclaimed shall remain the property of the GOVERNMENT.

5. DOUGLAS agrees, until the end of the calendar year 1962, to maintain the productive capacity, or its equivalent in productive capacity, of the property which will be transferred to DOUGLAS pursuant to this CONTRACT for procurement contracts of the Department of Defense entered into with DOUGLAS.

6. DOUGLAS agrees to purchase from the GOVERNMENT the property described in Exhibit "E" attached for a price of \$7,189,826.14. DOUGLAS shall pay as a down payment through the Escrow the sum of \$718,982.61. The balance is to be paid over a ten (10) year period with interest at the rate of five per cent (5%) per annum on the unpaid principal all as set forth in Conditional Sales Contract, Exhibit "E" attached. The said Conditional Sales Contract shall be dated effective date of escrow closing and shall bear interest from that date.

7. (a) DOUGLAS agrees to transfer to the GOVERNMENT the land described in the Grant Deed attached hereto as Exhibit "B", having an agreed value of \$1,700,000.00 plus an unpaid balance of \$769,260.00, evidenced by a Promissory Note, Exhibit "F", in exchange for the land described in the Quitclaim Deed attached hereto as Exhibit "C", which land the GOVERNMENT agrees concurrently to transfer to DOUGLAS.

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(b) DOUGLAS agrees to transfer to the GOVERNMENT all other property covered by the Grant Deed, attached hereto as Exhibit "B", having an agreed value of \$1,800,000.00, plus an unpaid balance of \$2,911,258.04, evidenced by the Promissory Note, Exhibit "F", in exchange for all other property covered by the Quitclaim Deed attached hereto as Exhibit "C", which property the GOVERNMENT agrees concurrently to transfer to DOUGLAS.

(c) The total unpaid balance referred to above in the amount of \$3,680,518.04 shall be paid pursuant to the terms of a Promissory Note bearing five per cent (5%) interest on the unpaid principal payable quarter-annually in the form shown in Exhibit "F" attached and secured by a Deed of Trust in the form shown in Exhibit "G" attached. The said Note and Deed of Trust shall be dated effective the date of escrow closing and shall bear interest from that date.

(d) It is agreed that at the request of DOUGLAS partial releases from the lien of the Deed of Trust will be granted from time to time in consideration of DOUGLAS paying to the GOVERNMENT the appraised fair market value of the property being released or a lesser amount as established by the GOVERNMENT which may be determined pursuant to the last sentence of this paragraph. Such payments will be applied against the Note in inverse order of maturity and shall be credited on the installment or installments last due. Consideration will be given to the crediting of DOUGLAS for payments theretofore made on the real property provided same is authorized by the GOVERNMENT at the time the request for partial reconveyance is made.

8. DOUGLAS agrees to obtain at its own expense and affix to the said Quitclaim Deed and Grant Deed hereinabove referred to and marked Exhibits "B" and "C" such revenue and documentary stamps as may be required by law and will pay all the recording, escrow and notary fees. It is further understood and agreed that the GOVERNMENT will not furnish any title report or any title insurance to DOUGLAS or pay for any title or survey expenses pertaining to this transaction.

9. This CONTRACT and the documents referred to herein and made a part hereof shall be governed by, construed according to and performed in accordance with the laws of the State of California; and DOUGLAS shall in no event be liable for any deficiency upon the Promissory Note or Purchase Money Deed of Trust in the event of a foreclosure or exercise of power of sale as provided in the Deed of Trust.

10. The GOVERNMENT hereby reassigns to DOUGLAS all of its right, title, interest and obligation in and to those agreements referred to in paragraph 16 of Exhibit "A" attached hereto. In the event that DOUGLAS defaults under the said Note and Deed of Trust and foreclosure action ensues DOUGLAS agrees to reassign the said agreements to the party or parties who acquire title to said property under the foreclosure action.

11. The GOVERNMENT and DOUGLAS agree that those certain agreements designated in paragraphs 3 (a), (c) and (d) of Exhibit "A" attached hereto are terminated hereby. In the event that DOUGLAS should default under the terms of the said Note and Deed of Trust, and a decree of foreclosure is entered under a foreclosure action, DOUGLAS agrees to enter into identical contracts as mentioned in the preceding sentence with the party or parties who acquire the property under the foreclosure action. It is understood by the parties hereto that under the terms of the Service Contract identified in paragraph 3 (a) of Exhibit "A", attached hereto, the Service Contract may be terminated by DOUGLAS at any time after two years have elapsed from the date of the entry of such judgment of foreclosure.

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12. DOUGLAS and the GOVERNMENT hereby rescind any and all legal effect of prior negotiation relative to the transfers of any property covered by this CONTRACT. All the terms and conditions of such transfers are contained herein.

13. DOUGLAS warrants that it has not employed any person to solicit or secure this CONTRACT upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the GOVERNMENT the right to annul this CONTRACT or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

14. No member or delegate to Congress or resident commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this CONTRACT if made to a corporation for its general benefit.

15. This CONTRACT shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall continue in force and effect after the execution of the instruments mentioned in paragraphs 1, 2, and 3 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed and their seals to be hereto affixed as of the day and year first above written.

DOUGLAS AIRCRAFT COMPANY, INC.

By John A. Dundas  
John A. Dundas  
Executive Vice President

By F. E. MacArthur  
F. E. MacArthur  
Secretary

STATE OF CALIFORNIA )  
( ss:  
COUNTY OF LOS ANGELES )

On October 4, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN A. DUNDAS known to me to be the Executive Vice President, and F. E. MAC ARTHUR known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Gwen M. Lauer Gwen M. Lauer

Notary Public in and for said  
County and State

My Commission Expires August 15, 1963

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Air Force Plant No. 15  
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(Douglas Aircraft Company, Inc.)

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

By Jesse W. Evans  
Jesse W. Evans  
Chief, Space Management Field Office  
Public Buildings Service  
General Services Administration  
Region 9, Los Angeles, California

STATE OF CALIFORNIA )  
( ss:  
COUNTY OF LOS ANGELES )

On this 14th day of October, 1961, before me  
Marguerite Welch, a Notary Public in and for the  
County of Los Angeles, State of California, personally appeared JESSE W.  
EVANS, known to me to be the Chief, Space Management Field Office, Public  
Buildings Service, General Services Administration, Region 9, Los Angeles,  
California, and acknowledged that he executed the within instrument on  
behalf of the United States of America, acting by and through the  
Administrator of General Services.

WITNESS my hand and official seal.

Marguerite Welch  
Notary Public  
In and for the County of Los Angeles,  
State of California

My Commission Expires:

MARGUERITE WELCH  
My Commission Expires Oct. 28, 1961

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CONTRACT OF SALE

This Contract, entered into this 19th day of May, 1947 between THE UNITED STATES OF AMERICA, acting by and through the War Assets Administration, under and pursuant to Executive Order 9689 dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944 (58 Stat. 765); and War Assets Administration Regulation No. 1 as amended (hereinafter called "the Government") and DOUGLAS AIRCRAFT COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business in the City of Santa Monica, County of Los Angeles, State of California (hereinafter called "Douglas"), and WESTERN LAND IMPROVEMENT COMPANY, a company organized and existing under the laws of the State of California, having a place of business in the City of Santa Monica, County of Los Angeles, State of California (hereinafter called "Western Land").

WITNESSETH THAT:

WHEREAS, the land, buildings, building installations and improvements and personal property hereinafter mentioned below were duly declared surplus and assigned to War Assets Administration, acting pursuant to Executive Order 9689, for disposal pursuant to the provisions of the above mentioned act, and WAA Regulation 1 as amended; and

WHEREAS, Douglas, on November 12, 1946, accepted a letter of intent from War Assets Administration dated November 8, 1946, and agreed to purchase a portion of the Government-owned Long Beach plant constructed by Western Land, a wholly owned subsidiary of Douglas, under Contract W535 ac-16825 (hereinafter referred to as "the Plant"); and

WHEREAS, the said letter of intent was amended by War Assets Administration's letter of December 20, 1946, and the amendment was accepted by Douglas on December 26, 1946; and

WHEREAS, the said letter of intent was further amended by War Assets Administration's letter dated January 8, 1947, and the amendment was accepted by Douglas on January 16, 1947; and

WHEREAS, War Assets Administration explained the amendatory letter of intent dated January 8, 1947, by its letter to Douglas dated January 8, 1947; and

WHEREAS, the Government and Douglas desire to restate their agreement of purchase by entering into a formal contract of sale;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

1. The Government agrees to sell to Douglas the property hereinafter described in "Exhibits A, B, C, N and Q" referred to below which Douglas and Western Land have exercised their option to purchase. Douglas and Western Land hereby waive any and all option rights and/or first refusal rights which they may have under Contract W535 ac-16825 covering any property not covered by this Contract of Sale.

2. The Government shall deliver to Douglas simultaneously with the execution of this Contract of Sale the following:

(a) A Quitclaim Deed, the form of which is attached hereto, made a part hereof and marked "Exhibit AA".

3. The Government and Douglas agree to execute simultaneously herewith the following:

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(a) A Service Agreement, the form of which is attached hereto, made a part hereof and marked "Exhibit AB".

(b) A Conditional Sales Contract, the form of which is attached hereto, made a part hereof and marked "Exhibit AC".

(c) A Contract of Sale and Agreement for Mutual Use of Utilities and Service Systems, the form of which is attached hereto, made a part hereof and marked "Exhibit AD".

(d) A Lease on the main trunk sewer line in Clark Street, the form of which is attached hereto, made a part hereof and marked "Exhibit AE".

4. Douglas shall deliver to Government simultaneously with the execution hereof the following:

(a) A Promissory Note, the form of which is attached hereto, made a part hereof and marked "Exhibit AF".

(b) A Deed of Trust, the form of which is attached hereto, made a part hereof and marked "Exhibit AG".

(c) A License Agreement to Kaiser-Frazer Corporation, the form of which is attached hereto, made a part hereof and marked "Exhibit AH". The property covered by said license is described as follows:

Portions of Lots 40, 41 and 42 and of Bixby Station Road, vacated by the Board of Supervisors, as shown on Tract No. 8084 in the County of Los Angeles, State of California, as per map recorded in Book 171, Pages 24 to 30 both inclusive, of Maps, in the office of the County Recorder of said County, described as follows:

Commencing at the Southeast corner of said Lot 40, thence North 89° 47' 36" West along the South line of said Lot 40, 1204.83 feet; thence North 0° 12' 34" East 201.63 feet to the true point of beginning; thence North 0° 12' 34" East 201.47 feet to a point; thence South 78° 53' 48" West 111.12 feet to a point; thence North 89° 47' 36" West 352.44 feet to a point; thence North 56° 22' 26" West 353.36 feet to a point; thence North 78° 05' 36" West 1447.21 feet to a point in a Southerly line of the land conveyed to the Los Angeles and Salt Lake Railroad Company by deed recorded in Book 17896, Page 358, Official Records in the Office of the County Recorder of said County; thence along said Southerly line North 89° 47' 36" West 643.64 feet to the Northwest corner of Parcel B, Tract No. 2 of the land conveyed to the United States Government by the Western Land Improvement Company by deed recorded in Book 20582, Page 392, Official Records, in the office of the County Recorder of said County; thence South 0° 11' 32.72" West along the Westerly line of said Parcel B, 190.50 feet; thence South 89° 47' 36" East 1346.36 feet; thence South 78° 05' 36" East 712.22 feet; thence South 56° 22' 26" East 604.83 feet; thence South 89° 47' 36" East 268.88 feet to the point of beginning; containing 7.46 acres.

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Douglas agrees, upon the request of the Government or its successors in interest to enter into an irrevocable license agreement on similar terms and conditions with Kaiser-Frazer Corporation for a subsequent term or with any other purchaser or lessee from the Government or with any successor in interest to the Government and to enter into such agreements at subsequent times so that such irrevocable license shall be at all times available to any such purchaser or lessee or successors in interest provided that the aggregate period covered by all such agreements shall not exceed 99 years from the date hereof. Any such subsequent irrevocable license requested by the Government or its successors in interest shall contain a provision to the effect that Douglas may in the event of any breach of the conditions of said license proceed with any legal remedy it may have other than revocation of said license agreement.

In the event that paragraph 1. (j) of the present license agreement is not complied with by Kaiser and Douglas acquires title to the tracks thereunder, then and in said event Douglas agrees to make said tracks available for any subsequent designee of the Government in accordance with any subsequent irrevocable license agreement. Upon notification by the Government or its successors in interest in writing that said tracks are no longer needed, then Douglas may remove the said tracks.

(d) A Quitclaim Deed to the real property acquired under and pursuant to Contract W535 ac-16825 by and between WESTERN LAND IMPROVEMENT COMPANY, DOUGLAS AIRCRAFT COMPANY, INC., and Government, the form of which is attached hereto, made a part hereof and marked "Exhibit AI".

5. The property which Douglas has purchased and the Government has sold pursuant to this Contract of Sale is the property transferred from Government to Douglas pursuant to this Contract of Sale and the instruments of transfer herein mentioned and includes all of the property set forth in "Exhibits A, B, C, N and Q" attached hereto and made a part hereof, PROVIDED THAT acquisition of title to the concrete bomb shelters now located upon said property shall in no wise prejudice the claim or right, if any, of Douglas to secure removal thereof by or at the expense of any other branch or agency of the Government.

6. Douglas agrees to pay to the Government the sum of SEVEN MILLION, EIGHT HUNDRED TEN THOUSAND, FOUR HUNDRED FOURTEEN DOLLARS AND FIFTY ONE CENTS (\$7,810,414.51), for the purchase of the real and personal property covered by this Agreement of Sale. Douglas shall pay 15% cash on the real property and 50% cash on the personal property on signing this Contract of Sale, the balance to be paid pursuant to the terms of the promissory note hereinabove referred to and marked "Exhibit AF" and the terms of the Conditional Sales Contract hereinabove referred to and marked "Exhibit AC".

Interest shall be payable on the entire purchase price or so much thereof as remains unpaid commencing May 1, 1947 at the rate of 4% per annum.

7. The purchase price of SEVEN MILLION, EIGHT HUNDRED TEN THOUSAND, FOUR HUNDRED FOURTEEN DOLLARS AND FIFTY ONE CENTS (\$7,810,414.51) has been verified by the auditors of the Army Air Forces.

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8. The real property boundary lines set forth in the Quitclaim Deed above referred to and marked "Exhibit AA" have been determined by the Los Angeles Regional Office of the War Assets Administration.

9. Attached hereto is a map marked "Exhibit R", on which there is depicted an area containing approximately 5.16 acres south of Building No. 13 of the plant, hereinafter called "the Area" and described as follows:

A portion of Lot 40 as shown on Tract No. 8084 in the County of Los Angeles, State of California, as per map recorded in Book 171, Pages 24 to 30 both inclusive, of maps, in the Office of said County Recorder of said County, as follows:

Commencing at the Southwest corner of said Lot 40, thence South 89° 47' 36" East along the Southerly line of said Lot 40, 436.57 feet to the true point of beginning; thence North 0° 11' 32.72" East 652.04 feet to a point; thence South 89° 47' 17" East 344.97 feet to a point; thence South 0° 12' 34" West 652.01 feet to a point in the Southerly line of said Lot 40; thence North 89° 47' 36" West along said Southerly line of Lot 40 344.78 feet to the point of beginning; containing 5.16 acres, more or less.

If the Government determines that the use of the Area is required for any present or future occupant of Building No. 13 Douglas agrees, at the Government's election, either to lease for a term or terms to be determined by the Government, the Area to the occupant or purchaser of Building No. 13 or to reconvey title to an undivided one-half interest to the Area to the Government or to a purchaser or purchasers of Building No. 13 from the Government and in that event title will be held as tenants in common. In the event the Area is leased to the occupant or purchaser of Building No. 13 the rent to be paid to Douglas for the use of the Area shall be based on one-half of its value, be reasonable and in an amount agreed upon by the Government and Douglas. In the event the Government elects to have Douglas reconvey title to an undivided one-half interest to the Area to the Government or to a purchaser of Building No. 13, upon receipt of an instrument conveying such title, the transferee shall repay to Douglas one-half the amount paid by Douglas to the Government for the Area and in such event title will be held as tenants in common. The Government agrees that Douglas, by reservation in the lease or in the deed, as the case may be, may reserve the right to use the Area jointly as tenants in common. In any event, Douglas' duty to lease or reconvey the undivided one-half interest to the Area shall cease ninety (90) days after the transfer of title to Building No. 13 to any third party or parties unless a request is made upon Douglas to so lease or reconvey the Area during the 90-day period.

10. It is agreed that a condition of the sale covered hereby is a clearance by the Department of Justice that the sale is not violative of the anti-trust laws of the United States of America, and the making of a request to the Department of the Interior for a determination whether there are any substantial deposits of fissionable materials in the real property conveyed and the delivering of a certified copy of the determination of the Department of the Interior to Douglas.

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11. Douglas agrees that the Warehousing Division of War Assets Administration is to remain in such portions of Building No. 12 as it now occupies up to but not exceeding 200,000 square feet thereof until May 12, 1947, and no longer, and at no rental charge. It is further agreed that Douglas may move the said Warehousing Division to other suitable space upon paying the cost of said removal in the event Douglas needs the space now occupied in Building No. 12 by the said Warehousing Division prior to May 12, 1947.

12. Douglas agrees to obtain at its own expense and affix to the Quitclaim Deed hereinabove referred to and marked "Exhibit AA", such revenue and documentary stamps as may be required by law and will pay all recording fees incidental to the recordation of said Quitclaim Deed and Deed of Trust. It is further understood and agreed that the Government will not furnish any title report or title insurance to Douglas or pay for any title expenses pertaining to this transaction.

13. All rental due from North American Aviation, Inc. for the occupancy of Buildings No. 5 and No. 17 shall be payable to Douglas commencing May 1, 1947, and any rent received by the Government on account of occupancy by North American Aviation, Inc. of Buildings No. 5 and No. 17 for the period beyond May 1, 1947, shall be credited by the Government to Douglas. The Government agrees to notify North American Aviation, Inc. as soon as it can reasonably do so that such rental or rentals are payable to Douglas, and will amend the letters of intent and lease accordingly.

14. Douglas has vacated the portions of the plant which it has not purchased and the Government agrees that Douglas shall have no responsibility in respect to the portions of the plant which it has vacated except any damage beyond ordinary wear and tear to be determined by a joint survey made by WAA and Douglas.

15. The Contract and the documents referred to herein and made a part hereof shall be governed by, construed according to and performed in accordance with the laws of the State of California; and Douglas shall in no event be liable for any deficiency upon the Promissory Note or Purchase Money Deed of Trust in the event of a foreclosure or exercise of power of sale as provided in the Deed of Trust.

16. Douglas and Western Land hereby assign all their right, title and interest in and to the following agreements to the Government, provided, however, that any refunds accruing under the following agreements shall be paid to the United States Army Air Forces for credit to and under Contract W535 ac-16825:

- (a) License Agreement dated December 31, 1941 between City of Long Beach and Western Land, giving Western Land the right to connect to and discharge storm waters into a reinforced concrete box culvert.
- (b) Agreement of Sale, Transfer and Assignment dated November 1, 1943, between Bixby Land Company and Western Land whereby Bixby Land Company sells to Western Land 1-3/10 cubic feet per second average daily flow in a trunk sewer extending from Carson Street southerly to Conant Street.

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- (c) Agreement dated December 22, 1941, entered into between the Lakewood Public Utility District and Montana Land Company and an Assignment of the above Agreement dated November 24, 1941 whereby Montana Land Company assigned to Western Land certain rights in a sanitary trunk line sewer extending northerly from Carson Street on Clark Street to the Downey-Bellflower trunk sewer of County Sanitation District No. 2 of Los Angeles, California.
- (d) Agreement, Assignment and Transfer dated November 27, 1941 between Montana Land Company and Western Land giving Western Land 9/10 of one cubic foot per second average daily flow and not exceeding a maximum flow at any time of more than 1-5/10 cubic foot per second for more than one hour in any one day in an extension of the trunk line sewer from the intersection of Clark Street and Carson Street southerly to the center of Conant Street.
- (e) Agreement dated April 29, 1941 between Western Land and City of Long Beach, giving Western Land the right to connect with the sewer at the northerly line of the Long Beach Airport.
- (f) Agreement dated September 23, 1943, giving Western Land the same right as contained in (e) above. This Agreement recites that it shall continue in force and effect until one year after cessation of hostilities in the war in which the people of the United States are currently engaged.
- (g) Agreement dated June 30, 1941 between Southern California Gas Company and Western Land whereby Southern California Gas Company agrees to install an 8" distribution main on Lakewood Boulevard at the partial expense of Western Land.
- (h) Agreement dated January 15, 1942, entered into between the City of Long Beach and Western Land whereby the City of Long Beach agrees to extend its water works system by laying a 12" water main in Lakewood Boulevard, which water main is to be used as a standby service.
- (i) Agreement dated March 18, 1942 between Southern California Edison Company, Ltd. and Western Land whereby Southern California Edison Company, Ltd. agrees to construct standby power facilities to be known as the Stearns substation and lines.
- (j) Agreement dated August 1, 1941 between Southern California Edison Company, Ltd. and Western Land whereby Southern California Edison Company, Ltd. agrees to construct the Cherry substation and lines.
- (k) Supplemental Agreement dated May 10, 1942 between Southern California Edison Company, Ltd. and Western Land, which Supplemental Agreement modifies the Cherry substation agreement referred to in (j) above.

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- (1) Agreement dated August 1, 1941 between Southern California Edison Company, Ltd. and Western Land whereby Southern California Edison Company, Ltd. agrees to construct the Lakewood substation and lines.
- (m) Supplemental Agreement dated May 10, 1942 between Southern California Edison Company, Ltd. and Western Land, which Supplemental Agreement modifies the Lakewood substation agreement referred to in (1) above.

Douglas and Western Land further agree to assign to the Government upon request any and all other service and utility contracts now in existence and assignable, pertaining in whole or in part to the operation of the portion of the plant not sold and transferred hereunder.

17. From and including November 12, 1946, Douglas entered upon and used the premises and facilities covered by this Contract of Sale and from and after said date has been responsible for and agrees to pay for all forms of insurance required hereunder including extended coverage on the property covered by this Contract of Sale and has been liable for all maintenance costs in connection with its possession of the said property.

18. In connection with Douglas' use and possession of the property purchased hereunder during the period from February 10, 1947 to and including April 30, 1947, Douglas agrees to pay the Government rental in the sum of Thirty-Two Thousand, Fifty-Six Dollars and Twenty-Four Cents (\$32,056.26).

19. The Government agrees that Douglas shall have the right to use the present underground utility facilities according to agreements entered into simultaneously herewith, and to construct, maintain, operate, repair, replace and remove over, under or across that portion of the plant which is not covered by this Contract of Sale, such utility and service systems as in the determination of Douglas are necessary for the continued operation of the plant; provided, however, that the location of such facilities so constructed, maintained, operated, repaired, replaced or removed, shall not interfere with the Government's use and enjoyment of the premises, or that of any purchaser or lessee from the Government.

20. This Contract of Sale shall supersede the letters of intent and acceptance thereof hereinabove referred to and contains all of the terms and conditions of the sale of the property from Government to Douglas covered by this Contract of Sale.

21. Douglas and Western Land warrant that they have not employed any person to solicit or secure this Contract of Sale upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Contract of Sale or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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22. No member or delegate to Congress or resident commissioner shall be admitted to any share or part of this Contract of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this Contract of Sale if made to a corporation for its general benefit.

23. This Contract of Sale shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall continue in force and effect after the execution of the instruments mentioned in Paragraphs 2, 3 and 4 above.

24. The effective date of this Contract shall be May 1, 1947.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and their seals to be hereto affixed as of the day and year first above written.

WITNESS:

/s/ Clarence W. Hull  
/s/ Gladys Ward

UNITED STATES OF AMERICA  
Acting by and through  
WAR ASSETS ADMINISTRATION

By /s/ Robert P. Alford  
Deputy Regional Director  
For Real Property Disposal  
Los Angeles Regional Office  
War Assets Administration

WITNESS:

/s/ H. A. Mayhew  
/s/ M. H. Leffert

DOUGLAS AIRCRAFT COMPANY, INC.

By /s/ F. W. Conant  
F. W. Conant

WITNESS:

/s/ N. M. Essenpries  
/s/ Alice Olsen

WESTERN LAND IMPROVEMENT COMPANY

By /s/ Ralph V. Hunt  
Ralph V. Hunt, President

I, T. C. McMahon, certify that I am the Secretary of the Corporation named as Douglas Aircraft Company, Inc., herein; that F. W. Conant who signed this contract on behalf of Douglas Aircraft Company, Inc., was then Vice President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

/s/ T. C. McMahon  
T. C. McMahon, Secretary (Corporate Seal)

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I, Frederick E. Hines, certify that I am the Secretary of the Corporation named as Western Land Improvement Company herein; that Ralph V. Hunt who signed this contract on behalf of Western Land Improvement Company was then President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

/s/ Frederick E. Hines (Corporate  
Frederick E. Hines, Secretary Seal)

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Air Force Plant No. 15  
Long Beach, California  
D-Calif-696  
(Douglas Aircraft Company, Inc.)

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, DOUGLAS AIRCRAFT COMPANY, INC., a corporation organized under the laws of the State of Delaware, hereby grants to the UNITED STATES OF AMERICA the following described property in the County of Los Angeles, State of California:

Lot 5 of Section 20, Township 3 South, Range 14 West, in the County of Los Angeles, State of California, as shown on the partition map showing property formerly of the Redondo Land Company, as subdivided by James E. Towell, C. A. Edwards and P. P. Wilcox, Commissioners, Survey August 1897 by L. Friel and filed in the office of the County Recorder of said County, September 30, 1897.

EXCEPTING therefrom the westerly 20 feet.

ALSO EXCEPTING therefrom the southerly 20 feet.

ALSO EXCEPTING therefrom that portion of said lot 5 described as follows:

Beginning at the intersection of a line lying 20 feet northerly of the southerly line of said lot 5 with a line lying 20 feet easterly of the westerly line of said lot 5; thence northerly along said line lying 20 feet easterly of the westerly line of said lot 5 a distance of 17.00 feet; thence in a direct line to a point in said line which lies 20 feet north of the south line of said lot 5 said point being distant easterly along said last mentioned line 17.00 feet from the above described point of beginning; thence westerly along said line which lies 20 feet north of the south line of said lot 5, 17.00 feet to the point of beginning.

ALSO EXCEPTING therefrom one-half interest in all oil, gas, minerals and hydrocarbon substances in and under said land, as reserved by Paul J. Howard and wife, in deed recorded November 5, 1953 in book 43095, page 327, Official Records.

SUBJECT TO covenants, conditions, restrictions and easements of record.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Executive Vice President and its Secretary thereunto duly authorized.

EXHIBIT "B"

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Air Force Plant No. 15  
Long Beach, California  
D-Calif-696  
(Douglas Aircraft Company, Inc.)

Dated: \_\_\_\_\_

DOUGLAS AIRCRAFT COMPANY, INC.

By \_\_\_\_\_  
John A. Dundas  
Executive Vice President

By \_\_\_\_\_  
F. E. MacArthur  
Secretary

STATE OF CALIFORNIA     )  
                                  ( ss:  
COUNTY OF LOS ANGELES    )

On \_\_\_\_\_, before me, the undersigned,  
a Notary Public in and for said County and State, personally appeared  
John A. Dundas known to me to be the Executive Vice President, and  
F. E. MacArthur known to me to be the Secretary of the Corporation  
that executed the within Instrument, known to me to be the persons  
who executed the within Instrument on behalf of the Corporation  
therein named, and acknowledged to me that such Corporation executed  
the within Instrument pursuant to its by-laws or a resolution of its  
board of directors.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Notary Public in and for said  
County and State

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Air Force Plant No. 15  
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(Douglas Aircraft Company, Inc.)

QUITCLAIM DEED

THIS INDENTURE, made the       day of       1961, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and regulations and orders promulgated thereunder, GRANTOR, and DOUGLAS AIRCRAFT COMPANY, INC., a corporation duly organized and existing under the laws of the State of Delaware, GRANTEE,

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of SEVEN MILLION, ONE HUNDRED EIGHTY THOUSAND, FIVE HUNDRED EIGHTEEN AND 04/100 DOLLARS (\$7,180,518.04) in lawful money of the United States of America, to be paid by GRANTEE to GRANTOR, of which consideration the sum of THREE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00) has been paid by the transfer from GRANTEE to GRANTOR of certain real property by means of a grant deed of the same date as this Quitclaim Deed, and the balance being evidenced by a Promissory Note and Deed of Trust, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim, unto the said GRANTEE, and to its successors and assigns, all that certain piece or parcel of land situate, lying and being in the County of Los Angeles, State of California, to wit:

PARCEL 1:

That portion of lot 38 of Tract No. 8084, in the City of Long Beach, County of Los Angeles, State of California, as shown on map recorded in book 171, pages 24 to 30 inclusive of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at the southwest corner of said lot 38 as shown on said map; thence South 89° 47' 36" East 1280.49 feet along the south line of said lot to the southeast corner of Parcel 2 of Tract No. 1 as described in the deed from Western Land Improvement Company, recorded in book 20582, page 392 of Official Records, in said Recorder's office; thence along the east line of said Parcel 2, North 0° 12' 14" East 383.84 feet to the southeast corner of Parcel 1 described in quitclaim deed from the United States to Douglas Aircraft Co., Inc., recorded May 20, 1947 as Instrument No. 3354 in said Recorder's office; thence along the south line of last said parcel North 89° 47' 36" West 1280.52 feet to the west line of lot 38; thence along said lot line South 0° 11' 58" West 383.84 feet to the point of beginning.

TOGETHER with that portion of the east half of Lakewood Boulevard (formerly Cerritos Avenue, 80 feet wide, as shown on said map) adjoining the above-described land on the west.

EXHIBIT "C"

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PARCEL 2:

Those portions of lots 39 and 40 and of Bixby Station Road, vacated as shown on said map of Tract No. 8084, described as follows:

Beginning at the southeast corner of said lot 40; thence along the south line of said lot, North  $89^{\circ} 47' 36''$  West 1204.70 feet, more or less, to the southeasterly corner of Parcel 3, described in said quitclaim deed to Douglas Aircraft Co.; thence along the easterly line of Parcel 3, North  $0^{\circ} 12' 34''$  East 1354.90 feet to an angle point therein; thence South  $89^{\circ} 47' 36''$  East 516.65 feet; thence North  $0^{\circ} 12' 16''$  East 725.64 feet; thence South  $89^{\circ} 47' 45''$  East 687.74 feet to a point in the easterly line of said lot 39; thence along said easterly line and along the easterly line of said lot 40, South  $0^{\circ} 11' 58''$  West 2080.58 feet, more or less, to the point of beginning.

TOGETHER with that portion of the west half of Lakewood Boulevard (formerly Cerritos Avenue, 80 feet wide, as shown on said Map) adjoining the last above described land on the east.

EXCEPTING therefrom that certain parcel of land containing 2.973 acres and designated as Parcel 2 in said quitclaim deed to Douglas Aircraft Company.

PARCEL 3:

Those portions of lots 40 and 42 in the City of Long Beach, County of Los Angeles, State of California, as shown on said map of Tract No. 8084, described as follows:

Beginning at the southwest corner of said lot 40; thence South  $89^{\circ} 47' 36''$  East 486.57 feet along the south line of said lot to the southwest corner of Parcel 4 described in said quitclaim deed to Douglas Aircraft Co.; thence along the boundary of said parcel North  $0^{\circ} 11' 32.72''$  East 546.77 feet; thence North  $89^{\circ} 47' 36''$  West 700.30 feet to the intersection with the east line of Parcel 5 described in said quitclaim deed; thence South  $0^{\circ} 11' 32.72''$  West 546.77 feet to the southeast corner of said Parcel 5; thence along the south line of said lot 42, South  $89^{\circ} 47' 36''$  East 213.73 feet to the point of beginning.

PARCEL 4:

Those portions of lots 39, 40, 41 and 42 and of Bixby Station Road, vacated, in the City of Long Beach, County of Los Angeles, State of California, as shown on said map of Tract No. 8084, described as a whole as follows:

Commencing at the southwest corner of said lot 40; thence along the south line of said lot South  $89^{\circ} 47' 36''$  East 831.35 feet to the southwest corner of Parcel 3 described in said quitclaim deed to Douglas Aircraft Co.; thence along the west line of said Parcel 3, North  $0^{\circ} 12' 34''$  East 652.01 feet to the True Point of Beginning, said

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point being the northeast corner of Parcel 4, described in said quitclaim deed; thence along the northerly boundary of said Parcel 4, North 89° 47' 17" West 558.38 feet; thence North 78° 05' 36" West 470.40 feet to the East line of Parcel 5 described in said quitclaim deed; thence along the last said east line North 0° 11' 32.72" East 658.57 feet, more or less, to the intersection with the northwesterly line of Parcel D of Tract No. 2, as described in said deed from Western Land Improvement Company; thence along said northwesterly line North 53° 55' 55" East 306.99 feet to the most northerly corner of said Parcel D; thence along the westerly line of Parcel A of Tract No. 2, as described in last said deed, North 17° 39' 25" East 998.51 feet to a line parallel with the north line of said lot 39 and distant southerly therefrom 100 feet, measured at right angles; thence along said parallel line South 89° 47' 44.35" East 519.21 feet to the northwest corner of said Parcel 3 in the quitclaim deed to Douglas Aircraft Co.; thence along the west line of last said parcel South 0° 11' 34" West 441.97 feet; thence North 89° 31' 35" West 46.92 feet; thence South 0° 12' 34" West 1446.71 feet, more or less, to the true point of beginning.

EXCEPTING THEREFROM that certain parcel of land containing 0.196 acre and designated as Parcel 6 in said quitclaim deed to Douglas Aircraft Co.

SUBJECT TO rights of way, restrictions, reservations and easements existing or of record.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever, in law as well as in equity, of the said GRANTOR of, in or to the foregoing described premises, and every part and parcel thereof, with the appurtenances.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD, all and singular, the said premises, with the improvements thereon, unto the said GRANTEE, its successors and assigns forever.

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IN WITNESS WHEREOF, the GRANTOR has caused these presents  
to be executed as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

By \_\_\_\_\_  
Jesse W. Evans  
Chief, Space Management Field Office  
Public Buildings Service  
General Services Administration  
Region 9, Los Angeles, California

STATE OF CALIFORNIA )  
 ) ss:  
County of Los Angeles )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1961, before me,  
\_\_\_\_\_, a Notary Public in and for the  
County of Los Angeles, State of California, personally appeared  
JESSE W. EVANS, known to me to be the Chief, Space Management Field  
Office, Public Buildings Service, General Services Administration,  
Region 9, Los Angeles, California, and acknowledged that he executed  
the within instrument on behalf of the United States of America,  
acting by and through the Administrator of General Services.

WITNESS my hand and official seal.

(S E A L)

\_\_\_\_\_  
Notary Public  
in and for the County of Los Angeles,  
State of California

My Commission Expires:

Original Exhibit "D" on file at

General Services Administration  
49 Fourth Street  
San Francisco, California

and

Douglas Aircraft Company, Inc.  
3000 Ocean Park Boulevard  
Santa Monica, California

EXHIBIT "D"

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Air Force Plant No. 15  
Long Beach, California  
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(Douglas Aircraft Company, Inc.)

CONDITIONAL SALES CONTRACT

THIS Conditional Sales Contract made and entered into this day of 1961, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended and regulations and orders promulgated thereunder, hereinafter referred to as GOVERNMENT and DOUGLAS AIRCRAFT COMPANY, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware whose address is 3000 Ocean Park Boulevard, Santa Monica, California, hereinafter referred to as PURCHASER:

WITNESSETH THAT:

WHEREAS, the property hereinafter described has been determined to be surplus property of the Government of the United States, pursuant to the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377):

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. GOVERNMENT agrees to sell to PURCHASER, "as is" and without warranty or guaranty, express or implied, and subject to the conditions hereinafter provided, those certain items of personal property described by items and equipment numbers in an inventory labeled "Inventory of Personal Property" attached hereto marked Exhibit "EA" and made a part hereof. Delivery and acceptance of such above described property is hereby acknowledged by PURCHASER.

2. PURCHASER agrees to pay to GOVERNMENT as the purchase price of the above described property the sum of SEVEN MILLION, ONE HUNDRED EIGHTY-NINE THOUSAND, EIGHT HUNDRED TWENTY-SIX AND 14/100 DOLLARS (\$7,189,826.14) of which amount the sum of SEVEN HUNDRED EIGHTEEN THOUSAND, NINE HUNDRED EIGHTY-TWO AND 61/100 DOLLARS (\$718,982.61) has heretofore been paid by PURCHASER and receipt of same is hereby acknowledged by GOVERNMENT; said purchase price is agreed to be applicable to the various categories of property as shown in Exhibit "EB" attached hereto and made a part hereof. PURCHASER hereby agrees to pay GOVERNMENT as the balance of said purchase price the further sum of SIX MILLION, FOUR HUNDRED SEVENTY THOUSAND, EIGHT HUNDRED FORTY-THREE AND 53/100 DOLLARS (\$6,470,843.53) in forty (40) installments of ONE HUNDRED SIXTY-ONE THOUSAND, SEVEN HUNDRED SEVENTY-ONE AND 09/100 DOLLARS (\$161,771.09) each payable quarter-annually commencing until the full amount thereof is paid, together with interest at the rate of five per cent (5%) per annum on the unpaid balance computed quarterly from and payable with the installment payments provided for above. PURCHASER may at any time during the life of this agreement make payments in addition to the installment payments provided for above upon written notice given to GOVERNMENT at the time of making each such additional payment specifying such payment as an additional payment. Such additional payments shall not reduce the amount nor defer the due date of the quarterly installments provided for above, but shall be applied upon the installment or installments last due.

3. GOVERNMENT shall retain title to and ownership of the above described property until all the terms, covenants and conditions

EXHIBIT "E"

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herein have been complied with including payment in full of the purchase price together with interest and such other charges as may have accrued under the terms of this Agreement at which time such title and ownership shall pass to and vest in PURCHASER.

4. PURCHASER may dispose of specific items of the above described property upon the condition that PURCHASER will pay to GOVERNMENT within thirty (30) days after such disposal the release price of such items or the net price to be obtained by PURCHASER in disposal of such specific items whichever is the greater, and such payment will be credited upon the installment or installments last due hereunder, and will not otherwise affect the payments provided for in paragraph 2 above. GOVERNMENT agrees to furnish PURCHASER, within sixty (60) days after escrow closing the release price for each item listed in Exhibit "EA". Such specific items when paid for as above described shall, by appropriate notation, be deleted from Exhibit "EA".

5. PURCHASER agrees to preserve, care for and maintain the above described property and keep each and every item thereof repaired and in normal working and usable condition at all times during the life of this Agreement and to allow GOVERNMENT to inspect the same during any reasonable business hours while this Agreement is in force and effect.

6. Improvements or additions made by PURCHASER to any or all of the items of property described above, shall inure to the benefit of GOVERNMENT and PURCHASER covenants to save GOVERNMENT harmless from attachments, liens or other charges resulting from such improvements or additions.

7. At all times during the life of this Agreement, the above described property shall, between the parties and for the purpose of this Agreement, remain chattels and personal property and shall be located at or installed in the plants of PURCHASER located in California or in plants of subcontractors of PURCHASER, but shall not become part of the realty or freehold. It is not intended insofar as other parties are concerned to determine whether any item of property included in Exhibit "EA" is real or personal. Any such determination shall be governed by applicable law, without reference to any provision hereof.

8. PURCHASER agrees to safeguard and protect and will keep the property herein described at its expense insured as may be required from time to time by GOVERNMENT against loss or damage by fire and extended coverage casualties and contingencies and maintain such other kinds of insurance, earthquake excluded, in such amounts as may from time to time be required by GOVERNMENT, with loss, if any, payable to the General Services Administration, Region 9, for the account of all interests. Certified copies of such policies of insurance shall be delivered to GOVERNMENT within ten (10) days from the execution of Agreement. All such policies shall be endorsed to provide that the insurance company will notify the General Services Administration, Regional Comptroller, 49 Fourth Street, San Francisco 3, California, thirty (30) days in advance of any reduction or cancellation of such policy or policies. Should PURCHASER fail to procure such insurance GOVERNMENT may so do for the account of PURCHASER and the premiums therefore shall become immediately due and payable to GOVERNMENT.

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9. PURCHASER agrees to pay to the proper authority when and as same become due and payable all taxes, assessments and similar charges which at any time during the life of this Agreement may be taxed, assessed or imposed upon GOVERNMENT or PURCHASER with respect to or upon the property described above or any part thereof.

10. If PURCHASER breaches any provision of this Agreement or removes, (except to locations permitted under paragraph 7, above) disposes of (except as provided in paragraph 4, above) or encumbers the above described personal property or attempts so to do, the entire unpaid balance of the purchase price shall become immediately due and payable and PURCHASER agrees to surrender possession of such above described property to GOVERNMENT on demand, provided, however, that PURCHASER may remedy the default and cure such breach at any time within twenty (20) days after such demand by the GOVERNMENT, whereupon no such breach shall be deemed to have existed. In the event of a breach not cured as aforesaid GOVERNMENT may without notice or legal process enter upon or into any property or premises where such above described property may be and take possession thereof, and such personal property shall (unless otherwise agreed upon by the parties) within a reasonable time thereafter be sold with notice at public sale at which GOVERNMENT or PURCHASER may purchase. Upon such sale, the proceeds therefrom, less the expense of retaking, repairing, holding or storing and reselling such personal property together with reasonable attorney's fees, shall be credited to the unpaid balance of the purchase price. Should such net proceeds from such sale exceed such unpaid balance of purchase price, the excess will be paid to PURCHASER by GOVERNMENT. Should such net proceeds of such sale be less than such unpaid balance of purchase price, PURCHASER agrees to pay the difference to GOVERNMENT on demand, as liquidated damages for breach of this Contract. This Agreement shall be governed by, construed according to and performed in accordance with the laws of the State of California.

11. Time is of the essence of this Contract and the failure of GOVERNMENT to insist in any one or more instances upon the performances of any of the terms, covenants and conditions hereof shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but PURCHASER'S obligation with respect to such future performance shall continue and remain in full force and effect.

12. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this Agreement if made with a corporation for its general benefit.

14. This Contract constitutes the only Agreement between the parties hereto relative to its subject matter and neither party shall be bound by oral representations, guarantees or warranties made by officers, employees or agents.

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(Douglas Aircraft Company, Inc.)

IN WITNESS WHEREOF, the parties hereto have caused this  
Conditional Sales Contract to be executed and their seals to be  
hereto affixed as of the day and year first above written.

WITNESS:

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

By

Jesse W. Evans  
Chief, Space Management Field Office  
Public Buildings Service  
General Services Administration  
Region 9, Los Angeles, California

WITNESS:

DOUGLAS AIRCRAFT COMPANY, INC.

By

J. A. Dundas  
Executive Vice President

I, F. E. MAC ARTHUR, certify that I am the Secretary of the  
Corporation named as Douglas Aircraft Company, Inc., herein; that  
J. A. DUNDAS who signed this Contract on behalf of Douglas Aircraft  
Company, Inc., was then Executive Vice President of said corporation;  
that said Contract was duly signed for and in behalf of said corpora-  
tion by authority of its governing body and is within the scope of  
its corporate powers.

F. E. Mac Arthur  
Secretary

Corporate Seal

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Original Exhibit "EA" on file at

General Services Administration  
49 Fourth Street  
San Francisco, California

and

Douglas Aircraft Company, Inc.  
3000 Ocean Park Boulevard  
Santa Monica, California

EXHIBIT "EA"

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EXHIBIT "EB"

ANALYSIS OF PURCHASE PRICE OF PROPERTY

Machinery	\$5,137,517.39
Shop Equipment	1,203,970.38
Instruments	115,661.67
Monorail	211,788.41
Communication System	3,808.31
Wind Tunnel	2,653.41
Office Equipment	326,588.53
Internal Transportation Equipment	53,053.86
External Transportation Equipment	72,627.77
Miscellaneous Shop and Office Equipment	17,752.77
Machine Accessories	8,008.75
Durable Tools	4,310.38
Cafeteria Equipment	32,084.51
TOTAL	<hr/> \$7,189,826.14

EXHIBIT "EB"

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Air Force Plant No. 15  
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(Douglas Aircraft Company, Inc.)

N O T E

\$3,680,518.04

1961

For value received, the undersigned promises to pay to the order of the ADMINISTRATOR OF GENERAL SERVICES, acting for and on behalf of the UNITED STATES OF AMERICA, at the Regional Office of the General Services Administration, in the City and County of San Francisco, State of California, the sum of THREE MILLION, SIX HUNDRED EIGHTY THOUSAND, FIVE HUNDRED EIGHTEEN AND 04/100 DOLLARS (\$3,680,518.04), with interest on the unpaid principal computed from the day of 1961, at the rate of five per cent (5%) per annum, payable quarter-annually, commencing on the day of 1962. Should interest not be so paid it shall thereafter bear like interest as the principal. Principal payable in installments of NINETY-TWO THOUSAND TWELVE AND 95/100 DOLLARS (\$92,012.95) or more quarter-annually, commencing on the day of 1962, and a like installment on the day of each thereafter until fully paid, and any balance on or before ten years from date hereof. Each payment shall be credited on interest then due, and the remainder on principal.

Should default be made in payment of any installment, the whole sum shall, at the option of the holder of this Note, become immediately due. Principal and interest payable in lawful money of the United States of America.

If suit or action shall be instituted in any court to collect any sum becoming due on this Note, the undersigned promises to pay such sum as the court may adjudge reasonable for attorney's fees in said suit or action.

This Note is secured by a Deed of Trust of even date on real property located in the County of Los Angeles, State of California.

DOUGLAS AIRCRAFT COMPANY, INC.

By \_\_\_\_\_  
J. A. Dundas  
Executive Vice-President

CERTIFICATE

I, F. E. MAC ARTHUR, certify that I am the Secretary of DOUGLAS AIRCRAFT COMPANY, INC., a corporation, which executed the foregoing Note; that J. A. DUNDAS, who signed said Note on behalf of said corporation, was then the Executive Vice-President of said corporation; that said Note was duly signed for and on behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

(S E A L)

\_\_\_\_\_  
F. E. MacArthur  
Secretary

EXHIBIT "B"

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Air Force Plant No 15  
Long Beach, California  
D-Calif-696  
(Douglas Aircraft Company, Inc.)

DEED OF TRUST

THIS DEED OF TRUST, made this       day of       1961,  
between DOUGLAS AIRCRAFT COMPANY, INC., a corporation duly organized and existing under the laws of the State of Delaware, hereinafter called TRUSTOR and TITLE INSURANCE AND TRUST COMPANY, a California corporation, Los Angeles, California, hereinafter called TRUSTEE, and the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, hereinafter called BENEFICIARY,

WITNESSETH: That, whereas the maker of the note hereinafter mentioned is indebted to the BENEFICIARY in the sum of THREE MILLION, SIX HUNDRED EIGHTY THOUSAND, FIVE HUNDRED EIGHTEEN AND 64/100 DOLLARS (\$3,680,518.04) and has agreed to pay the same, with interest, according to the terms of a certain promissory note, copy of which is hereto attached, marked Exhibit "A" and hereby made a part hereof;

NOW, THEREFORE, in consideration of said indebtedness and to secure: FIRST, payment of the indebtedness evidenced by the above promissory note (and/or any extension or renewal thereof); SECOND, payment of all sums, with interest thereon, due and payable or to become due and payable under the provisions hereof, which sums with interest as herein provided the TRUSTOR promises and agrees to pay; THIRD, performance of each of the covenants and agreements of TRUSTOR herein contained:

The TRUSTOR does hereby grant and convey to the TRUSTEE, IN TRUST, WITH POWER OF SALE, that certain property situate in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

That portion of lot 33 of Tract No. 8084, in the City of Long Beach, County of Los Angeles, State of California, as shown on map recorded in book 171, pages 24 to 30 inclusive of Maps, in the office of the County Recorder of said County, more particularly described as follows:

Beginning at the southwest corner of said lot 33 as shown on said map; thence South 89° 47' 36" East 1230.49 feet along the south line of said lot to the southeast corner of Parcel 2 of Tract No. 1 as described in the deed from Western Land Improvement Company, recorded in book 20532, page 392, of Official Records, in said Recorder's office; thence along the east line of said Parcel 2, North 0° 12' 14" East 303.84 feet to the southeast corner of Parcel 1 described in quitclaim deed from the United States to Douglas Aircraft Co., Inc., recorded May 20, 1947 as Instrument No. 3354 in said Recorder's office; thence along the south line of last said parcel North 89° 47' 36" West 1280.52 feet to the west line of lot 38; thence along said lot line South 0° 11' 58" West 303.84 feet to the point of beginning.

TOGETHER WITH that portion of the east half of Lakewood Boulevard (formerly Carritos Avenue, 80 feet wide, as shown on said map) adjoining the above-described land on the west.

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PARCEL 2:

Those portions of lots 39 and 40 and of Bixby Station Road, vacated as shown on said map of Tract No. 3034, described as follows:

Beginning at the southeast corner of said lot 40; thence along the south line of said lot, North 89° 47' 36" West 1204.70 feet, more or less, to the southeasterly corner of Parcel 3, described in said quitclaim deed to Douglas Aircraft Co.; thence along the easterly line of Parcel 3, North 0° 12' 34" East 1354.90 feet to an angle point therein; thence South 89° 47' 36" East 516.65 feet; thence North 0° 12' 16" East 725.64 feet; thence South 89° 47' 45" East 607.74 feet to a point in the easterly line of said lot 39; thence along said easterly line and along the easterly line of said lot 40, South 0° 11' 58" West 2000.58 feet, more or less, to the point of beginning.

TOGETHER WITH that portion of the west half of Lakewood Boulevard (formerly Carrizosa Avenue, 60 feet wide, as shown on said map) adjoining the last above described land on the east.

EXCEPTING therefrom that certain parcel of land containing 2.973 acres and designated as Parcel 2 in said quitclaim deed to Douglas Aircraft Company.

PARCEL 3:

Those portions of lots 40 and 42 in the City of Long Beach, County of Los Angeles, State of California, as shown on said map of Tract No. 8084, described as follows:

Beginning at the southwest corner of said lot 40; thence South 89° 47' 36" East 426.57 feet along the south line of said lot to the southwest corner of Parcel 4 described in said quitclaim deed to Douglas Aircraft Co.; thence along the boundary of said parcel North 0° 11' 32.72" East 546.77 feet; thence North 89° 47' 36" West 700.30 feet to the intersection with the east line of Parcel 5 described in said quitclaim deed; thence South 0° 11' 32.72" West 546.77 feet to the southeast corner of said Parcel 5; thence along the south line of said lot 42 South 89° 47' 36" East 213.73 feet to the point of beginning.

PARCEL 4:

Those portions of lots 39, 40, 41 and 42 and of Bixby Station Road, vacated, in the City of Long Beach, County of Los Angeles, State of California, as shown on said map of Tract No. 8084, described as a whole as follows:

Commencing at the southwest corner of said lot 40; thence along the south line of said lot South 89° 47' 36" East 831.35 feet to the southwest corner of Parcel 3 described in said quitclaim deed to Douglas Aircraft Co.; thence along the west line of said Parcel 3, North 0° 12' 34" East 652.01 feet to the True Point of Beginning, said point

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being the northeast corner of Parcel 4, described in said quitclaim deed; thence along the northerly boundary of said Parcel 4, North 89° 47' 17" West 553.38 feet; thence North 78° 05' 36" West 470.48 feet to the East line of Parcel 5 described in said quitclaim deed; thence along last said east line North 0° 11' 32.72" East 658.57 feet more or less, to the intersection with the northwesterly line of Parcel D of Tract No. 2, as described in said deed from Western Land Improvement Company; thence along said northwesterly line North 53° 55' 55" East 306.99 feet to the most northerly corner of said Parcel D; thence along the westerly line of Parcel A of Tract No. 2, as described in last said deed, North 17° 39' 25" East 998.51 feet to a line parallel with the north line of said lot 39 and distant southerly therefrom 100 feet, measured at right angles; thence along said parallel line South 89° 47' 44.35" East 519.21 feet to the northwest corner of said Parcel 3 in the quitclaim deed to Douglas Aircraft Co.; thence along the west line of last said Parcel South 0° 11' 34" West 441.97 feet; thence North 89° 31' 35" West 46.92 feet; thence South 0° 12' 34" West 1446.71 feet, more or less, to the true point of beginning.

EXCEPTING THEREFROM that certain parcel of land containing 0.196 acre and designated as Parcel 6 in said quitclaim deed to Douglas Aircraft Co.

TOGETHER WITH all rents and other revenues thereof and all and singular the tenements, hereditaments and appurtenances to the above described property belonging or in anywise appertaining, including any after-acquired title, franchise, license or easement; together also with all right, title and interest of the TRUSTOR, from time to time, in and to any and all buildings and improvements, fixtures, equipment and other property now or hereafter owned by the TRUSTOR or any successor in title, and attached to or used in connection with the real estate hereinabove described, all of which property, and any and all replacements thereof, shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all persons claiming by, through, or under them, and shall be deemed a portion of the security for the indebtedness herein mentioned and secured by this deed of trust, all of the property hereinbefore mentioned being hereinafter designated as "said property."

TO HAVE AND TO HOLD said property, together with all rents and other revenues thereof, rights, easements, hereditaments and appurtenances thereunto belonging, upon the following express trusts, to-wit:

1. TRUSTOR will pay to the BENEFICIARY, without demand, in lawful money of the United States, at BENEFICIARY's office in San Francisco, California, all indebtedness evidenced by said note at the time or times and in the manner therein provided, with interest thereon at the rate of five per cent (5%) per annum.

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2. TRUSTOR will, while any of the indebtedness secured hereby remains unpaid, pay, at least ten (10) days before delinquency, all taxes (both general and special), assessments and governmental charges lawfully levied or assessed against the said property or any part thereof; promptly will furnish the BENEFICIARY or holder of the indebtedness secured hereby the official receipts showing such payments except when payments are made by BENEFICIARY as hereinafter provided; and will allow no payment of any taxes, assessments or governmental charges by a third party with subrogation attaching, nor permit the said property or any part thereof to be sold or forfeited for any tax, assessment or governmental charge whatsoever. Any irregularities or defects in the levy or assessments of taxes, assessments and governmental charges paid by the BENEFICIARY are hereby expressly waived and a receipt by the proper officer shall be conclusive evidence both as to the amount and validity of such payments.

3. TRUSTOR will keep the buildings and other insurable property now or hereafter erected or placed in or on said premises insured, as may be required from time to time by BENEFICIARY, against loss or damage by fire and extended coverage, casualties and contingencies, and will effect and maintain such other kinds of insurance earthquake excluded, in such amounts as may from time to time be required by the BENEFICIARY; and not less than five days prior to the expiration of any policy of insurance TRUSTOR will deliver to BENEFICIARY renewal or new policies in like amounts covering the same risks. Any and all policies of insurance shall at all times be subject to the approval of the BENEFICIARY, and if it shall deem any such policy or the insurer writing the same unsatisfactory, TRUSTOR will obtain and substitute therefor a new policy satisfactory to the BENEFICIARY, and in such case the BENEFICIARY may designate the insurer. Certified copies of such policy of insurance, accompanied by evidence satisfactory to the BENEFICIARY of the payment of the premium thereon and by an assignment of any and all right to receive the return of any premiums thereon upon the cancellation of such policy, shall be delivered to and held by the BENEFICIARY and be made payable in case of loss to the BENEFICIARY as its interest may appear. Should any loss occur to the insured property, the BENEFICIARY is hereby appointed attorney-in-fact for TRUSTOR to make proof of loss if TRUSTOR fails to do so promptly, and to receipt for any sums collected under said policies, which sums may at the sole option of the BENEFICIARY be applied as payment on the indebtedness hereby secured or to the restoration or repair of the property so destroyed or damaged, and any portion of the proceeds not used therefor shall be applied on the indebtedness hereby secured in such manner as the BENEFICIARY may determine. Such application or release shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice. TRUSTOR promptly will give notice by mail to the BENEFICIARY of any loss or damage to the said property and will not adjust or settle such loss without the written consent of BENEFICIARY. In the event of the foreclosure of this deed of trust by court action or under the power of sale, all right, title and interest of the TRUSTOR or his heirs, successors or assigns in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale, and the BENEFICIARY is hereby made, constituted and appointed the attorney-in-fact of the TRUSTOR to assign and transfer said policies.

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No policy of insurance covering the said property or any part thereof shall be subject to cancellation by the TRUSTOR without the consent of the BENEFICIARY being first obtained, and all unearned premiums which may be payable upon the cancellation of any such policy shall be payable to the BENEFICIARY, and the BENEFICIARY is hereby appointed the attorney in fact of the TRUSTOR to collect the same. All such policies shall be endorsed to provide that the insurance company will notify the General Services Administration, Regional Comptroller, 49 Fourth Street, San Francisco 3, California, thirty (30) days in advance of any reduction or cancellation of such policy or policies. Neither the TRUSTEE nor the BENEFICIARY shall be responsible for any insurance upon the mortgaged property or the collecting of any insurance moneys or for the solvency of any insurer.

4. TRUSTOR will maintain the said property and every part thereof in thorough repair, working order and condition, and free from waste or nuisance of any kind; will make from time to time all repairs, renewals, replacements, improvements, betterments and additions which may be needful or proper to preserve and maintain the said property; will operate the said property in an efficient and first-class manner; will comply with and abide by all laws, ordinances and regulations, and all covenants, conditions and restrictions of any kind, affecting the said property or the maintenance, repair, alteration, improvement or use thereof; will not, without the written approval of BENEFICIARY, alter, destroy or remove any of the buildings, improvements or property covered by this deed of trust, or permit the same to be altered, destroyed or removed; will complete in a good and workmanlike manner the construction, renovation or remodeling of any building which may be constructed thereon, and will pay when due all claims for labor performed and materials furnished therefor; will permit the BENEFICIARY, its agents or representatives to inspect the said property at any reasonable time or times; and will do any other act or acts, all in a timely and proper manner, which from the character or use of the said property may be reasonably necessary to protect and preserve the same.

5. TRUSTOR promptly will pay or settle or cause to be removed all claims against any of the said property which affect the rights of the parties hereunder; will appear in and defend any action or proceeding purporting to affect this deed of trust, the interest of BENEFICIARY or the rights, powers and duties of the TRUSTEE hereunder, and TRUSTOR will pay all costs and expenses, including costs of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which BENEFICIARY and/or TRUSTEE may appear.

6. TRUSTOR will allow BENEFICIARY to inspect at any time all records pertaining to the said property.

7. All judgments, decrees and awards for injury or damage to the said property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to the BENEFICIARY, who may apply the same to the indebtedness secured hereby in such a manner as it may elect, and BENEFICIARY is hereby

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authorized in the name of TRUSTOR to execute and deliver valid acquittances for, and to appeal from, any such awards, judgments or decrees.

8. The BENEFICIARY may at any time and without notice deal in any way with the TRUSTOR, or grant to TRUSTOR any indulgences or forbearances or any extensions of the time for payment of any of the indebtedness secured hereby, or the TRUSTEE may, upon written request of BENEFICIARY and presentation of this deed of trust and said note for endorsement, reconvey any part of the said property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof, without affecting the personal liability of any party for the payment of the indebtedness secured hereby, or the lien of this deed of trust upon the remainder of the said property for the full amount of the indebtedness then remaining unpaid.

9. Every right and remedy provided for in this deed of trust shall be cumulative of every other right or remedy of the BENEFICIARY whether herein or by law conferred, and may be enforced concurrently therewith, and no acceptance of the performance of any obligation as to which the TRUSTOR shall be in default, or waiver of performance of any obligation, shall be construed as a waiver of the same, or any other default then, theretofore or thereafter existing.

10. In the event that proceedings be instituted for the registration under the Land Title Law of the title of any land herein granted, TRUSTOR will pay, upon demand, all sums expended by either the TRUSTEE or the BENEFICIARY or both, including reasonable attorneys' fees, in connection therewith. All certificates or other evidence of title to said property shall be forthwith delivered to and held by the BENEFICIARY.

11. Upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this deed of trust and said note to TRUSTEE for cancellation and retention and upon payment of its fees, TRUSTEE shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

12. Time is of the essence hereof and if any warranty or representation herein contained is untrue or incorrect; or if default be made in the performance of any covenant or agreement of TRUSTOR herein contained or in making any payment under said note (or any extension or renewal thereof) or as herein provided; or if any party liable for the indebtedness secured hereby file a voluntary petition in bankruptcy, make an assignment for the benefit of any creditor or be declared bankrupt or insolvent, or if a debtor's or creditor's petition, filed pursuant to the provisions of the Bankruptcy Act as amended, affecting the said property be approved; or if the said property be placed under control or in custody of any court; or if TRUSTOR abandon any of the said property, then in any of said events BENEFICIARY is hereby authorized and empowered, at its option, and without affecting the lien hereby created, or the priority of said lien or any right of BENEFICIARY hereunder:

(a) To enter upon and take possession of the said property or any part thereof (without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver appointed by a court) and may hold, occupy, possess and enjoy said property, make, cancel, enforce or modify leases, obtain and eject tenants, and fix or modify rents and terms

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of tenancies, and do any other or further acts which the BENEFICIARY deems proper to protect the security hereof; and, with or without taking possession of said property, as aforesaid, to perform any such defaulted covenant or agreement to such extent as BENEFICIARY shall determine, including the payment, purchase, contest by suit or otherwise, or compromise of any claim, debt, charge, lien or encumbrance which in the judgment of BENEFICIARY or TRUSTEE may affect or appear to affect this deed of trust or the interests, rights, powers or duties of any party having an interest herein or in the said property; and, with or without taking possession of said property as aforesaid, to collect and receive the rents, royalties, issues and profits thereof, including not only those accruing thereafter but also those at such time accrued and unpaid, and apply the same, less such costs of operation as BENEFICIARY may deem proper, upon the entire indebtedness secured by this deed of trust, said rents, royalties, issues and profits being hereby assigned to BENEFICIARY as further security for the payment of such indebtedness; and, with or without taking possession of said property, as aforesaid, to incur such expenses, including reasonable attorneys' fees, and to advance such moneys in payment thereof or in connection with any of the acts or proceedings herein authorized as BENEFICIARY shall deem advisable for any of the aforesaid purposes, and such expenses, fees, and advancements, with interest thereon from date incurred or advanced until repaid, shall be secured hereby and shall be repaid promptly without demand. Nothing herein contained shall be construed as requiring BENEFICIARY to take any action authorized or to incur expense or advance money for any of the aforesaid purposes, and the performance of any act or acts authorized hereunder, including the acceptance, receipt and/or application of said rents, royalties, issues and profits, shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice and shall not constitute a waiver of any other right or remedy which TRUSTEE or BENEFICIARY may enjoy under this deed or under the laws of the state in which the above-described property is located, but shall be cumulative to the right to declare a default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and/or remedy given in this deed of trust or by law, and may be exercised concurrently or independently.

(b) To declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by TRUSTOR, and to enforce any of the rights which accrue to BENEFICIARY hereunder or by law.

In case of breach or default as aforesaid, BENEFICIARY may, without notice to TRUSTOR, declare all sums secured hereby immediately due and payable by delivery to TRUSTEE of a written declaration of default and demand for sale, and of written notice of default and of election to cause said property to be sold, which notice TRUSTEE shall cause to be duly filed for record. BENEFICIARY shall also deposit with TRUSTEE this deed of trust, said note and all documents evidencing expenditures secured hereby.

BENEFICIARY, from time to time before TRUSTEE's sale, may rescind any such notice of breach or default and of election to cause said property to be sold by executing and delivering to TRUSTEE a written notice of such rescission, which notice, when duly recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness affected by any such prior declaration or notice of default. The exercise by BENEFICIARY of such right of rescission shall not constitute a waiver of any breach or any default then existing

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or subsequently occurring, or impair the right of BENEFICIARY to execute and deliver to TRUSTEE, as above provided, other declarations of default and demands for sale, or notices of breach or default and of election to cause said property to be sold, nor otherwise affect any provision, covenant or condition of said note or of this deed of trust or any of the rights, obligations or remedies of the parties hereunder.

After the lapse of such time as may then be required by law following the recordation of said notice of default, TRUSTEE shall give notice of sale as then required by law, and, without demand on TRUSTOR, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as TRUSTEE may determine, at public auction to the highest bidder for cash in lawful money of the UNITED STATES, payable at time of sale. TRUSTEE may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. TRUSTEE shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including TRUSTOR, TRUSTEE, or BENEFICIARY as hereinafter defined, may purchase at such sale, and TRUSTOR hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

After deducting all costs, fees and expenses of TRUSTEE and of this Trust, including cost of evidence of title in connection with said sale, TRUSTEE shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest thereon; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

13. It is further agreed and stipulated that the legal owner and holder of the note herein described may at any time, with or without cause, by instrument in writing filed for record, appoint a successor TRUSTEE in lieu of the TRUSTEE herein named or in lieu of any successor TRUSTEE, who shall thereupon become vested with all the title, power and duties hereby conferred upon the TRUSTEE named herein, the same as if said successor had been named original TRUSTEE by this instrument.

14. TRUSTOR hereby waives to the extent permitted by law any right to plead the statute of limitations as a defense to any and all obligations secured by this deed of trust, as well as the benefits of all valuation, homestead, stay, appraisalment, exemption, redemption and moratorium laws of the State in which this property is located and now in force or which may hereafter become laws.

15. The trust created hereby is irrevocable by TRUSTOR.

16. TRUSTEE accepts these trusts when this deed of trust, duly executed and acknowledged, is made a public record as provided by law. TRUSTEE is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which TRUSTOR, BENEFICIARY or TRUSTEE shall be a party unless brought by TRUSTEE.

17. The terms used to designate any of the parties herein shall be deemed to include the heirs, representatives, successors and assigns of such parties; and the term "BENEFICIARY" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby.

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(Douglas Aircraft Company, Inc.)

18. Whenever the context hereof requires, reference herein made to the singular number shall be understood as denoting the plural, and likewise the plural shall be understood as denoting the singular; words denoting sex shall be construed to include the masculine, feminine and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be considered as cumulative.

19. The TRUSTOR from time to time, on written demand of the BENEFICIARY, shall do, make, execute, acknowledge and deliver all such further acts, deeds, conveyances and assurances as may be reasonably advised or required for effectuating the intention of this Deed of Trust and/or for giving further assurance to BENEFICIARY as to its security, or for the better assuring and confirming unto the TRUSTEE, and its successor or successors in the trust hereby created, upon the trusts and for the purpose herein expressed, all and singular, the property hereby transferred and conveyed to the TRUSTEE or intended so to be.

20. TRUSTOR further agrees to pay promptly and before any delinquency all franchise taxes required by the Laws of the State of California and any other corporate taxes due, and to obey all laws necessary to keep it in good standing as a corporation entitled to do business in California.

21. The undersigned TRUSTOR requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at its mailing address hereinafter set forth.

22. The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of this Deed of Trust shall not render any other provisions, clauses, sentences and/or paragraphs herein contained unenforceable or invalid.

23. Should TRUSTOR lease, sell, convey, transfer or dispose of said property, or any part thereof, without the written consent of BENEFICIARY being first obtained, then BENEFICIARY shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

IN WITNESS WHEREOF, TRUSTOR duly executed these presents by J. A. DUNDAS, its Executive Vice-President, attested by its Secretary, and caused its corporate seal to be hereunto affixed the day and year first above written.

ATTEST:

DOUGLAS AIRCRAFT COMPANY, INC.  
a corporation

By

F. E. MacArthur  
Secretary

J. A. Dundas  
Executive Vice-President

TRUSTOR

3000 Ocean Park Boulevard  
Santa Monica, California

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(Douglas Aircraft Company, Inc.)

NOTE

\$3,680,518.04

1961

For value received, the undersigned promises to pay to the order of the ADMINISTRATOR OF GENERAL SERVICES, acting for and on behalf of the UNITED STATES OF AMERICA, at the Regional Office of the General Services Administration, in the City and County of San Francisco, State of California, the sum of THREE MILLION, SIX HUNDRED EIGHTY THOUSAND, FIVE HUNDRED EIGHTEEN AND 04/100 DOLLARS (\$3,680,518.04), with interest on the unpaid principal computed from the day of 1961, at the rate of five per cent (5%) per annum, payable quarter-annually, commencing on the day of 1962. Should interest not be so paid, it shall thereafter bear like interest as the principal. Principal payable in installments of NINETY-TWO THOUSAND TWELVE AND 95/100 DOLLARS (\$92,012.95) or more quarter-annually, commencing on the day of 1962, and a like installment on the day of each thereafter until fully paid, and any balance on or before ten years from date hereof. Each payment shall be credited on interest then due, and the remainder on principal.

Should default be made in payment of any installment, the whole sum shall, at the option of the holder of this Note, become immediately due. Principal and interest payable in lawful money of the United States of America.

If suit or action shall be instituted in any court to collect any sum becoming due on this Note, the undersigned promises to pay such sum as the court may adjudge reasonable for attorney's fees in said suit or action.

This Note is secured by a Deed of Trust of even date on real property located in the County of Los Angeles, State of California.

DOUGLAS AIRCRAFT COMPANY, INC.

By \_\_\_\_\_  
J. A. Dundas  
Executive Vice-President

CERTIFICATE

I, F. E. MAC ARTHUR, certify that I am the Secretary of DOUGLAS AIRCRAFT COMPANY, INC., a corporation, which executed the foregoing Note; that J. A. DUNDAS, who signed said Note on behalf of said corporation, was then the Executive Vice-President of said corporation; that said Note was duly signed for and on behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

(S E A L)

\_\_\_\_\_  
F. E. MacArthur  
Secretary

EXHIBIT "A"

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Original Exhibit "H" on file at

General Services Administration  
49 Fourth Street  
San Francisco, California

and

Douglas Aircraft Company, Inc.  
3000 Ocean Park Boulevard  
Santa Monica, California

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EXHIBIT "H"





# Title Insurance and Trust Company

433 SOUTH SPRING STREET • LOS ANGELES 54  
MADISON 6-2411

July 17, 1961

. Douglas Aircraft Company, Inc.,  
. Santa Monica, California

Attention: Mr. H. A. Mayhew

**IMPORTANT**  
When replying refer to  
O.L. No. 56 22 794

Your No. G-6-HN-662

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of June 12, 1961 at 7:30 a.m.

John H. Belchee

Vestee:

DOUGLAS AIRCRAFT COMPANY, INC., a Delaware corporation.

Exceptions:

1. General and special county taxes for the fiscal year 1961-1962, a lien not yet payable.
- ② An easement over the easterly 6 feet and a temporary easement over the westerly 10 feet of easterly 16 feet of said land as condemned for sanitary sewer purposes, by final decree of condemnation entered in Case No. 666686 Superior Court, a certified copy thereof being recorded in book 54855 page 188, Official Records.
- ③ An easement over the easterly 6 feet of lot 5 for the purpose of installing, enlarging, replacing, maintaining and operating water pipe lines and their appurtenances; and for the further purpose of ingress and egress and passage across with all the necessary materials, tools, supplies and other equipment necessary for the installation, enlarging, replacing, maintaining and operation of other water supply facilities located on adjoining land, as granted to Southern California Water Company, by deed recorded August 26, 1957 in book 55439 page 212, Official Records.
- ④ An easement over a strip of land 4 feet in width, the center line of said strip being described as follows: Beginning at a point in easterly line of Aviation Boulevard as now established, distant northerly 920 feet from northerly line of Compton Boulevard, as now established; thence easterly at right angles to said easterly line of Aviation

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

EXHIBIT "I"

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Order No. 56 22 794

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Boulevard, a distance of 450 feet, for underground conduits and incidental purposes, as granted to Southern California Edison Company, a corporation, by deed recorded February 5, 1958 in book D-4 page 409 Official Records.

**DESCRIPTION:**

Lot 5 of Section 20, Township 3 South, Range 14 West, in the county of Los Angeles, state of California, as shown on the partition map showing property formerly of the Redondo Land Company, as subdivided by James E. Towell, C. A. Edwards and F. P. Wilcox, Commissioners, Survey August 1897 by L. Friel and filed in the office of the county recorder of said county, September 30, 1897.

**EXCEPTING** therefrom the westerly 20 feet.

**ALSO EXCEPTING** therefrom the southerly 20 feet.

**ALSO EXCEPTING** therefrom that portion of said lot 5 described as follows:

Beginning at the intersection of a line lying 20 feet northerly of the southerly line of said lot 5 with a line lying 20 feet easterly of the westerly line of said lot 5; thence northerly along said line lying 20 feet easterly of the westerly line of said lot 5 a distance of 17.00 feet; thence in a direct line to a point in said line which lies 20 feet north of the south line of said lot 5 said point being distant easterly along said last mentioned line 17.00 feet from the above described point of beginning; thence westerly along said line which lies 20 feet north of the south line of said lot 5, 17.00 feet to the point of beginning.

**ALSO EXCEPTING** therefrom one-half interest in all oil, gas, minerals and hydrocarbon substances in and under said land, as reserved by Paul J. Howard and wife, in deed recorded November 5, 1953 in book 43095 page 327, Official Records.

The deed from Paul J. Howard and wife, recorded

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December 6, 1956 in book 53045 page 246, Official Records, contains the following covenant:

"Grantors covenant with grantee and its successors in interest that in prospecting for and the development of the undivided one-half interest retained by grantors such prospecting for and developing shall be done by means of wells sunk and maintained on adjacent land in such a manner as not to damage or interfere with the use of the surface of the real property above described and the improvements now located thereon or therein or which may hereafter be made therein or thereon, it being agreed by grantors that the retention of an undivided one-half interest of all oil, gas, petroleum, mines and hydrocarbon substances now or hereafter in and under said real property shall not give to the grantors, their heirs or assigns any surface rights whatever upon the above described real property."

enl  
In quod.

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